This Internship Affiliation Agreement is dated \_\_\_\_\_\_\_\_\_\_\_\_ (effective date), and is between The University of Tennessee, an instrumentality of the state of Tennessee (“University”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”).

1. **Term and Termination**:
	1. Term: The term of this agreement begins on Click or tap to enter a date. and ends on Click or tap to enter a date..
	2. Termination: Either party may terminate this agreement for any reason by giving the other party at least 30 days’ prior notice provided that such termination will have no effect on internships begun prior to termination.
2. **Financial**: University will pay Intern \_\_\_\_\_\_\_\_ . Company must register as a vendor in University’s vendor-management system, PaymentWorks.
3. **Definitions**: As used in this agreement, the following terms are defined as:
	1. “Intern” means any student currently enrolled at the University, who has been selected by Company to perform an Internship under Company’s supervision for a specified period of time.
	2. “Internship” means any program approved in writing by the parties and administered in accordance with this agreement, during which an Intern will complete an assignment with Company for a specified period of time, and for which Intern will receive academic credit from University. The parties will use a Memorandum of Understanding (“MOU”), which is attached as Exhibit A, to approve an individual Internship.
	3. “Internship Coordinator” means the University’s representative responsible for coordinating each individual internship and who the University will identify in the applicable MOU.
	4. “Internship Period” means the period of time that Intern will perform the Internship for Company. The parties will determine the Internship Period before the applicable Internship begins.
	5. “Selection Criteria” means those legally permissible and objective criteria established and provided by Company for the Internship and the selection of the Intern, which University will use in providing a list of eligible students to Company. The Selection Criteria may include, but are not limited to, field of study, minimum grade point average, and area of academic concentration.
4. **Company’s Obligations**:
5. To establish and to provide University with Selection Criteria as referenced in Exhibit B.
6. To be responsible for the selection of the Intern from a list of prospective students provided by University. The parties agree that the list will be comprised of all interested students meeting Company’s Selection Criteria.
7. To pay University a fee for the Internship, which will be mutually determined in writing before the Internship begins. Company further states that Intern will not be required to work more than \_\_\_\_\_ hours per week while Intern is enrolled in University classes.
8. To comply with applicable federal and state laws, rules, and regulations in connection with its activities pursuant to this agreement, including but not limited to, Company’s Selection Criteria, and its selection, supervision, direction, treatment, and evaluation of Intern.
9. To inform University of any Intern who has engaged in misconduct, and to cooperate with University while University investigates the matter. Company will not dismiss any Intern unless the University approves of such dismissal.
10. To cooperate with Internship Coordinator in assessing Intern’s performance during the Internship Period by providing written information to Intern’s faculty supervisor to facilitate assignment of academic evaluation on Intern’s performance during Internship.
11. **University’s Obligations**:
	1. To provide a list of eligible and interested students meeting the Selection Criteria in accordance with Exhibit B.
	2. To offer such Internship to the individual selected by Company in accordance with Section C.
	3. To pay Intern the amount agreed between Intern and University.
12. **General**:
	1. Assignment: This agreement is personal to Company. Accordingly, Company may not assign any rights or delegate any duties under this agreement.
	2. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University’s liability will be governed by the Tennessee Claims Commission Act.
	3. Self-Insurance: The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to $300,000 per claimant and $1,000,000 per occurrence.
	4. Confidentiality: University and Company agree to maintain the confidentiality of all information related to student education and other records, including but not limited to academic records, as those terms are defined and in the manner provided for by applicable federal (e.g., 20 U.S.C. § 1232g) and state law (e.g., Tenn. Code Ann. § 10-7-504).
	5. Compliance:
		1. Non-discrimination: Each party and its subcontractors are required to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246, and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Neither party shall not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the parties agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such action includes, but not be limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship
		2. Debarment: Company hereby attests that the following are true statements:
			1. Company is not currently debarred by the U.S. federal government.
			2. Company is not currently suspended by the U.S. federal government.
			3. Company is not currently named as an “excluded” supplier by the U.S. federal government
		3. FERPA: The University is subject to the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g) and related regulations of the U.S. Department of Education (34 C.F.R. Part 99) regarding access to, use of, and disclosure of certain student education records. The Company is subject to and responsible for complying with these requirements to the same extent as the University. The Company will indemnify and hold the University, its trustees, officers, and employees harmless for any violation of FERPA by the Company.
	6. Clery Act: This agreement does not give the University control over any of the Company’s sites or any space within the sites, and none of the Company’s buildings or property will be controlled by the University within the meaning of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act or Clery Act (20 U.S.C. § 1092) and related regulations (34 C.F.R. 668.46).
	7. Use of University Intellectual Property: Except as allowed in this section, Company shall not use the University’s name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Company may list the University’s name in Company’s list of clients.
	8. Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
	9. Severability: The parties intend as follows:
		1. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
		2. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
		3. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
	10. Modification; Waiver: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by an authorized official of the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
	11. Counterparts: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
	12. Force Majeure:
		1. If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party’s inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section this section (F)(12)(iii).
		2. For purposes of this agreement, “Force Majeure Event” means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.
		3. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.
	13. Notice:
		1. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
		2. Subject to sub-section (iv) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
			1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
			2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
		3. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Company**:

**University**:

Legal notices only; do not send invoices to this address:

 The University of Tennessee

 5723 Middlebrook Pike

 Knoxville, TN 37921-5946

 ATTN: Office of Procurement Services

 Fax: 865-974-2701

 Email: contracts@tennessee.edu

* + 1. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.
1. Entire Agreement: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Company maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.

Agreed: The parties are signing this agreement on the effective date listed in the introductory clause of this agreement.

**The University of Tennessee Company**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**Memorandum of Understanding**

|  |
| --- |
| **Intern Information** |
| Name |  |
| Student ID |  |
| Address |  |
| E-mail |  |
| Phone |  |
| **Internship Coordinator Information** |
| Name |  |
| Faculty ID |  |
| College/Department |  |
| Address |  |
| E-mail |  |
| Phone |  |
| **University Information** |
| Name |  |
| Authorized Representative |  |
| Address |  |
| E-mail |  |
| Phone |  |
| Fax |  |
| **Internship Information** |
| Internship Period |  |
| Billing Frequency |  |
| Total Monthly Fee |  |
| Fringe Benefits Amount |  |
| MOU Total Amount |  |
| Max Work Hours per Week |  |
| Description of Academic Credit |  |
| Description of Internship Duties |  |

**Exhibit B**

**Selection Criteria**